

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price	Page 1 Of 6		
2. Amendment/Modification No. P00056		3. Effective Date 2007JUN22		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-ADEB DAMON J. MCNALLY (586)574-8232 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: 00 EMAIL: DAMON.MCNALLY@US.ARMY.MIL			Code W56HZV	7. Administered By (If other than Item 6) DCMA SOUTHERN EUROPE (GERMANY) BOX 775, ATTN: DCMDI-GGD APO, AE 09096			Code SGR18A
				SCD A	PAS NONE	ADP PT HQ0339	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS SANTA BARBARA SISTEMAS GMBH BARBAROSSASTR. 30 KAISERSLAUTERN, DE GERMANY 67655 TYPE BUSINESS: Foreign Concern/Entity				<input type="checkbox"/>	9A. Amendment Of Solicitation No.		
				<input type="checkbox"/>	9B. Dated (See Item 11)		
				<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. DAAE07-01-C-S089		
				<input type="checkbox"/>	10B. Dated (See Item 13) 2001AUG01		
Code D9913		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AS NET INCREASE: \$34,002.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: G							
<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.			The Changes Set Forth In Item 14 Are Made In			
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).						
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties						
<input type="checkbox"/>	D. Other (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2008NOV30							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) LAWRENCE R. ELLENA LARRY.ELLENA@US.ARMY.MIL (586)574-6952			
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2007JUN22	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM:Rapidly Emplaced Bridge System (REBS)

PURPOSE OF MODIFICATION:Establish Government Cost-Share Funding for Contractor Shipment of REBS #11 to Fort Wainwright, Alaska Replacing REBS #4, which was Rendered Inoperable in New Boston, Texas

PRIOR CONTRACT AMOUNT:\$ 16,808,597.42

AMOUNT THIS ACTION:\$ 34,002.00

TOTAL CONTRACT AMOUNT:\$ 16,842,599.42

The purpose of this bilateral Modification P00056 is to establish a Government cost-share funding subCLIN for contractor replacement shipment of REBS #11 to Fort Wainwright, Alaska. The Contractor is replacing REBS #4, which was rendered inoperable in New Boston, Texas, at no additional cost to the Government. Cost-share funding is established to cover the excess shipping costs for delivery of REBS #11 to Fort Wainwright instead of New Boston, where the need for replacement originated. The contract is hereby modified as follows:

1. Section B - Supplies or Services and Prices/Costs: SubCLIN 4020AA is established and funded in the amount of \$34,002.00 under PRON P176K1162T, which is the Government's share of the total price for Contractor shipment of REBS #11 to Alaska.
2. Section G - Contract Administration Data: Updated to incorporate applicable accounting data for the funding obligated under newly established subCLIN 4020AA.
3. Section H - Special Contract Requirements: Paragraph H.2.1, "FOURTH PROGRAM YEAR", revised to reflect additional funds available for Contract performance under subCLIN 4020AA.
4. As a result of this modification, the Total Contract Amount is increased by \$34,002.00 from \$16,808,597.42 to \$16,842,599.42.
5. The Contractor and the Government do mutually agree that this modification represents the agreement of the parties. The Contractor waives any claim, monetary or otherwise, as a result of this modification.
6. Except as specifically provided for in this modification, all other terms and conditions of Contract DAAE07-01-C-S089 as previously modified remain unchanged and in full force and effect.

*** END OF NARRATIVE A0060 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
4020	SECURITY CLASS: Unclassified				
4020AA	<p data-bbox="264 493 467 514"><u>SERVICES LINE ITEM</u></p> <p data-bbox="264 573 758 646">NOUN: TRANSPORT 1 REB GER TO ALASKA PRON: P176K1162T PRON AMD: 02 ACRN: AS AMS CD: 53152831125</p> <p data-bbox="264 705 836 753"><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p data-bbox="264 812 768 911"><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 22-JUL-2007</p> <p data-bbox="423 942 621 963">\$ 34,002.00</p> <p data-bbox="256 1050 435 1071">FOB: Destination</p> <p data-bbox="256 1102 849 1310">Government cost-share for shipment of REBS #11 to Fort Wainwright, AK, in replacement of REBS #4, which was destroyed in New Boston, TX. The Contractor is replacing REBS #4 at no additional cost to the Government. This cost-share funding covers the excess cost of the Contractor's replacement shipment to Alaska versus Texas, where the original unit was destroyed.</p> <p data-bbox="256 1341 815 1522">Two DD250s are required to be filed: One DD250 to accept the no-cost replacement REBS unit, and a second DD250 to certify Contractor has completed shipment and is eligible to receive the cost-share funding established under this subCLIN. TACOM REBS SAM, Rick Mitchell, will serve as the DD250 performance certifier for this effort.</p> <p data-bbox="446 1554 699 1575">(End of narrative F001)</p>	1	LO		\$ 34,002.00

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	ACRN	OBLG STAT/ JOB ORD NO			INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
4020AA	P176K1162T	AS	2	\$	0.00	\$	34,002.00	\$ 34,002.00
	53152831125		7ZCB03					
	A17P51251CRP							
					NET CHANGE	\$	34,002.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AS	21 72035000071C1C09P53152825FB S20113	W56HZV	\$ 34,002.00
			NET CHANGE	\$ 34,002.00

		PRIOR AMOUNT OF AWARD		INCREASE/DECREASE AMOUNT		CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$	16,947,014.06	\$	34,002.00	\$	16,981,016.06

ACRN	EDI ACCOUNTING CLASSIFICATION
AS	21 070920350000 S20113 71C1C095315283112525FB 7ZCB03S20113 W56HZV

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CANCELLATION CEILINGS AND PROGRAM YEAR DEFINITIONS

H.1.1 Pursuant to FAR 52.217-2, CANCELLATION UNDER MULTI-YEAR CONTRACTS, the Contractor shall be paid a cancellation charge not to exceed the percentage shown below in the event the Program Year(s) after the first Program Year is (are) cancelled.

PROGRAM YEAR(S) CANCELLED	PERCENTAGE OF TOTAL ORIGINAL MULTI-YEAR CONTRACT PRICE (EXCLUDING OPTIONS)
2-5	24%
3-5	19%
4-5	13%
5	6%

H.1.2 Program Year Definitions:

- First Program Year: Date of Award through the 365th day following award.
- Second Program Year: The 366th through the 730th day after award.
- Third Program Year: The 731st through the 1095th day after award.
- Fourth Program Year: Call up no later than 30 Jun 07 and performance completed by 30 Aug 08.
- Fifth Program Year: Call up no later than 30 Jun 07 and performance completed by 30 Oct 08.

H.2 AVAILABILITY OF FUNDS- FUNDING SCHEDULE

H.2.1 Pursuant to H.3, entitled "Limitation of Price and Contractor Obligation", funds are available for the performance of this contract in the following amount(s):

- FIRST PROGRAM YEAR: \$3,354,897.37
- SECOND PROGRAM YEAR: \$2,272,348.70
- THIRD PROGRAM YEAR: \$7,813,479.03
- FOURTH PROGRAM YEAR: \$1,716,066.16
- FIFTH PROGRAM YEAR: \$1,685,808.16

H.2.2 If the Second Program Year is not cancelled, and unless a later period is agreed to by the parties, the Contracting Officer shall notify the Contractor in writing of an increase in the amount set forth in Paragraph H.2.1 sufficient for performance of the full hardware requirements for the Second Program Year. This increase will be provided by contract modification within 695 days after contract award.

H.2.3 If the Third Program Year is not cancelled, and unless a later period is agreed to by the parties, the Contracting Officer shall notify the Contractor in writing of an increase in the amount set forth in Paragraph H.2.1 sufficient for performance of the full hardware requirements for the Third Program Year. This increase will be provided by contract modification within 1060 days after contract award.

H.2.4 If the Fourth Program Year is not cancelled, and unless a later period is agreed to by the parties, the Contracting Officer shall notify the Contractor in writing of an increase in the amount set forth in Paragraph H.2.1 sufficient for performance of the full hardware requirements for the Fourth Program Year. This increase will be provided by contract modification no later than 30 Jun 07.

H.2.5 If the Fifth Program Year is not cancelled, and unless a later period is agreed to by the parties, the Contracting Officer shall notify the Contractor in writing of an increase in the amount set forth in Paragraph H.2.1 sufficient for performance of the full hardware requirements for the Fifth Program Year. This increase will be provided by contract modification no later than 30 Jun 07.

H.3 LIMITATION OF PRICE AND CONTRACTOR OBLIGATION

H.3.1 Funds available for performance are described at Paragraph H.2. The amount of funds available at award is not considered

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sufficient for the performance required for any program year other than the First Program Year. When additional funds are available for the full requirements of the next succeeding program year, the Contracting Officer shall, not later than the date specified in the Schedule (unless a later date is agreed to), so notify the Contractor in writing. The Contracting Officer shall also modify the amount of funds described in the Schedule as available for contract performance. This procedure shall apply for each successive program year.

H.3.2 The Government is not obligated to the Contractor for any amount over that described in the Schedule as available for contract performance.

H.3.3 The Contractor is not obligated to incur costs for the performance required for any program year after the first until written notification is received from the Contracting Officer of an increase in the availability of funds. If so notified, the Contractor's obligation shall increase only to the extent contract performance is required for the additional CLINs for which funds are made available.

H.3.4 If this contract is terminated under the "Termination for Convenience of the Government" clause, "total contract price" in that clause means the amount available for performance of this contract, as in Paragraph H.2.1 above, plus the amount established as the cancellation ceiling (H.1). "Work under the contract" in that clause, means the work under program year requirements for which funds have been made available. If the contract is terminated for default, the Government's rights under this contract shall apply to the entire multiyear requirements.

H.3.5 Notification to the Contractor of an increase or decrease in the funds available for performance of this contract under another clause, i.e., and "Option" or "Changes" clause shall not constitute the notification contemplated by Paragraph H.3.1, above.

H.4 OPTIONS TO INCREASE RAPIDLY EMPLACED BRIDGE SYSTEM (REBS)

H.4.1 The Government may exercise options for additional quantities of RAPIDLY EMPLACED BRIDGE SYSTEM (REBS) at the prices identified in Section B. The total option quantity available for the five program years is 22 each. The unit price for the option is governed by the program year in which it is exercised. The contract option periods allowing the Government to order additional REBS units under subCLINs 4001AB and 5001AB are valid for exercise until 15 Nov 07. The Contracting Officer may exercise the options in one or more increments, subject to the stated total quantity limitations. Options shall be exercised by bilateral contract modification; the modification shall also contain the delivery schedule for the option quantities.

H.4.2 The unit prices for option quantities set forth in Section B exclude all non-recurring costs required for (and amortized over) the basic multi-year requirements.

H.4.3 Delivery of option quantities shall be negotiated prior to option exercise but shall not exceed 100% of the scheduled basic quantity monthly delivery, unless otherwise agreed to by the Contractor.

H.7 GOVERNMENT FURNISHED PROPERTY

H.7.1 The Government will furnish the following property to the contractor after contract award.

- 1 ea Common Bridge Transporter w/winch NSN: 2320-01-443-8023
- 1 ea Palletised Loading System (PLS) trailer NSN: 2330-01-303-5197
- 1 ea Bridge Adapter Pallet NSN: 3990-01-442-1939

H.8 NOTATION OF EXCHANGE RATE

The fixed exchange rate used in preparation of RFP DAAE07-01-R-S025, subsequently awarded as DAAE07-01-C-S089, is 1.95583 DEM which is equal to 1 EURO. If you divide the rate of DEM for dollars used in the contract award (DEM 1.96) by the fixed exchange rate of EURO to DEM, you get a EURO at a dollar rate of EURO 1.002=\$1.00. This notation is only beneficial for auditing purposes.

*** END OF NARRATIVE H0001 ***